

HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

BERNADEAN RITTMANN, FREDDIE
CARROLL, JULIA WEHMEYER, and RAEF
LAWSON individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC., and AMAZON
LOGISTICS, INC.,

Defendants.

No. 2:16-cv-01554-JCC

DECLARATION OF MICHAEL
GILLIARD IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFFS' MOTION FOR NOTICE
TO BE ISSUED TO SIMILARLY
SITUATED EMPLOYEES PURSUANT
TO 29 U.S.C. § 216(b)

ORAL ARGUMENT REQUESTED

NOTE ON MOTION CALENDAR:
JANUARY 20, 2017

DECLARATION OF MICHAEL GILLIARD
NO. 2:16-CV-01554-JCC

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DECLARATION OF MICHAEL GILLIARD

I, MICHAEL GILLIARD, hereby declare as follows:

1. I have personal knowledge of the factual statements set forth in this declaration.

2. I am an Amazon Flex Delivery Partner in Atlanta, Georgia.

3. I originally signed up for Amazon Flex in November 2015 after resigning from full-time employment that did not provide enough flexibility. I deliver items ordered by customers from Prime Now and made my first delivery in December 2015.

4. The number of blocks during which I have delivered in any week has varied over time. Initially, I delivered up to six hours per day while also being employed full time.

5. Currently, though I am still active with Amazon Flex, I pick up fewer blocks due to a variety of circumstances, including a new schedule (1:30 p.m. to 10:00 p.m.) with my employer.

6. What I like most about Amazon Flex is the ability of doing it on the side. I have been able to fit blocks around other aspects of my life, whether that has been my full-time employment, my hobbies, which include coaching high school football and track, or making seasonal deliveries for a package delivery company.

7. Amazon Flex has also been a good way to supplement my income, especially since my deliveries for Prime Now are eligible for tips in addition to the fees per block paid by Amazon Flex.

8. In my experience, Amazon Flex pretty much allows me the freedom and flexibility that I want. I load my car in the way that makes sense for me, and I can deliver in whatever order I want.

9. Although the app can sometimes be a guide, it is not always best. Sometimes traffic, or even personal knowledge, is a better basis for delivering in a certain order. Ultimately,

1 as long as I get the job done within the time frame I promised, it is not an issue. I have a record
2 of approximately 98% on-time deliveries, and I have never had a problem with having an issue
3 resolved through Amazon's call center.

4 10. I do not consider myself an employee of Amazon, and I do not think that DPs
5 should be converted to employees.

6 11. At the time I onboarded with Amazon Flex through the app, I reviewed the Terms
7 of Service, which made it clear to me that I was signing on as an independent contractor. I
8 believe that my actual experiences have been consistent with the expectation set by the terms as I
9 understood them in the app.

10 12. I understand that this declaration is being provided in connection with a lawsuit
11 brought against Amazon by current and/or former DPs who claim that Amazon should have
12 classified them as employees and paid them minimum wage and overtime. I understand that the
13 plaintiffs are seeking to represent current and former DPs, including me, in the lawsuit. I
14 understand that I may be invited to join the lawsuit, and I could be eligible to participate. What I
15 say in this declaration is the truth. I also understand that the lawyer(s) who interviewed me and
16 prepared this declaration for me represents Amazon and does not represent me

17 13. I am providing this statement voluntarily and without any duress, threats,
18 intimidation or coercion. I understand that I did not have to give this declaration, can provide or
19 refuse to provide a declaration or testimony, and know that giving information in this declaration
20 is not a condition of my contract with Amazon. I attest to the information in this declaration
21 voluntarily and of my own free will.
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1 I declare under penalty of perjury that the foregoing is true and correct to the best of my
2 knowledge, information, and belief.

3 Executed on January 12, 2017
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7 MICHAEL GILLIARD
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26 DECLARATION OF MICHAEL GILLIARD
NO. 2:16-CV-01554-JCC